



Lease No. TALL-03-xxxx

Lease Agreement

Between

The District of Columbia, A Municipal Corporation

LESSOR

and

[Add legal name of the lessee here]

LESSEE

for

[Add physical street address for site here]

WASHINGTON, D.C.

THIS LEASE AGREEMENT is made and entered into as of this ___ day of ____, 200_, by and between **THE DISTRICT OF COLUMBIA**, a Municipal Corporation, acting by and through the Office of the Chief Technology Officer (OCTO), ("**Lessor**"), and _____ ("**Lessee**"), having its principal office and place of business, for purposes of this Lease Agreement, at _____.

RECITALS:

- A. Lessor is the owner of a facility located at _____, Washington, D.C. (the "Premises"), described with particularity on **Exhibit A** attached hereto and made part hereof, comprised in part and upon which Lessor has roof space allocated to house antennas and subtending communications equipment (the "Roof"), a space within this facility to contain transmitters, receivers and associated equipment (the "Building"), described with particularity on **Exhibit B** attached hereto and made part hereof, and conduits, wires, cables, lines and other related equipment.
- B. Lessee desires to have the non-exclusive use of space on and within the Roof and the Building for the operation of equipment and facilities in accordance with the provisions of this Lease Agreement for the purposes of providing commercial telecommunications services and other related communications purposes.

NOW THEREFORE, in consideration of the mutual promises of Lessor and Lessee, and the terms and conditions of this Lease Agreement, Lessor and Lessee agree as follows:

ARTICLE I

LEASED PROPERTIES

Section 1.01. In consideration of the terms and conditions contained in this Lease Agreement, Lessor permits, authorizes and allows Lessee to use and maintain the equipment (collectively "Lessee's Equipment"), described on **Exhibit C** attached hereto and made part hereof, on the Roof and within the Building, and leases unto Lessee that portion of space on the Roof designated in **Exhibit A** subject to all the terms and conditions contained herein and that portion of the space in the Building designed in **Exhibit B** subject to the terms and conditions contained herein. Lessor also permits, authorizes and allows Lessee the right to limited access to the Premises subject to those rules and regulations set forth in **Exhibit D** (the "Policies and Procedures for Equipment Installations") attached hereto and made a part hereto, and the other terms and conditions of this Lease Agreement.

Section 1.02.

(a) If at any time six (6) months after the Commencement Date, as hereinafter defined, Lessor determines that the portion of the Roof or the portion of this Building accommodating Lessee's Equipment is required for Lessor's antennas and lines or other equipment for Lessor's transition to other systems, Lessor may, at its sole cost and expense, move or relocate Lessee's Equipment located on or within such portion of the Roof and/or Building to a different position on the Roof or within the Building reasonably agreeable to the Lessee. Lessor shall provide Lessee a minimum of six (6) months written notice prior to the commencement of any such relocation of Lessee's Equipment on the Roof or in the Building.

(b) In the event of any relocation of Lessee's Equipment in accordance with Section 1.02(a) above, Lessee shall have the option to terminate this Lease Agreement as of the date designated by Lessor for such relocation. Lessee shall provide Lessor with written notice of its election to terminate this agreement not less than sixty (60) days following Lessor's notice to Lessee of Lessor's intention to relocate a portion of Lessee's Equipment as required under Section 1.02(a) above. Any such relocation shall be made at Lessor's expense.

(c) Lessee hereby releases Lessor from any liability, loss, damage, cost or expense related to Lessee's inability to transmit or receive during the physical relocation of any of Lessee's Equipment in accordance with this Section 1.02(a), or due to the Lessee's decision to exercise its option to terminate this Agreement in accordance with Section 1.02(b) above.

Section 1.03. Except for the portion of the Roof and the portion in the Building leased to Lessee (which is subject to relocation under Section 1.02(a)), nothing contained in this Lease Agreement shall be deemed to entitle Lessee to the exclusive possession of any other portion of the Roof or Building, it being the intention of the parties that as many other lessees as possible be accommodated upon the Roof and within the Building. Lessee shall cooperate with Lessor, when such cooperation is requested by Lessor, in connection with the installation of any new equipment or facilities (whether for the use of Lessor or any other lessee) to be installed on the Roof or in any portion of the Building, including, without limitation, ceasing use of Lessee's Equipment for short periods of time to accommodate the construction and installation of new equipment or new facilities. Notwithstanding the foregoing, Lessor may relocate Lessee, temporarily or permanently, for reasons of emergency preparedness, whenever such is required for the public safety. Lessee shall be entitled to a diminution on the Monthly Lease Fee, as that term is hereinafter defined, if such relocation materially affects Lessee's ability to transmit and receive radio signals in the frequencies indicated in **Exhibit C**. If such a relocation as provided in this section is reasonably unacceptable to Lessee, Lessee may terminate this Lease Agreement following ninety (90) days written notice as provided in Section 10.02 herein.

Section 1.04. All Lessee's Equipment installed or brought upon the Premises by Lessee shall remain the sole property of Lessee, shall be installed by Lessee in accordance with Article II and other provisions of this Lease Agreement, shall be maintained and repaired by Lessee in accordance with Article V and other provisions of this Lease Agreement, shall be insured in accordance with Article VII and other provisions of this Lease Agreement and upon expiration or termination of this Lease Agreement shall be removed from the Premises in accordance with Article X and other provisions of this Lease Agreement.

ARTICLE II

LESSEE'S CONSTRUCTION

Section 2.01.

(a) Prior to the installation of any of Lessee's Equipment or construction of any facilities necessary for its operation, uses and purposes, Lessee shall submit to Lessor for Lessor's written approval, which shall not be unreasonably withheld, all data sheets, engineering drawings, plans and specifications of Lessee's Equipment and related facilities intended for the use by Lessee. All such data must be submitted in triplicate to Lessor.

(b) Lessee's Equipment must be installed in the Roof and or in the Building in strict accordance with the requirements set forth in **Exhibit D**.

(c) If any lien is filed as a result of work performed for, or supplies or materials furnished to Lessee in connection with the installation or maintenance of Lessee's Equipment, Lessee must discharge or release the lien within ten (10) days after Lessee receives notice of such lien.

Section 2.02. Lessee shall maintain a separate meter and account with the servicing utility company and pay the utility directly as herein provided. Lessee shall pay the cost of installing a separate electric meter, if separate metering is not already available in the Building at the date hereof. If additional wires or other conduits and related equipment must be installed on the Premises so as to enable Lessee to draw separate electrical power service, Lessee shall pay the cost of such installation. Lessor agrees to sign such documents and easements as may be required by utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company, at no cost to Lessee, of an easement in, over, across or through the Premises as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company.

Section 2.03. If it becomes necessary to install conduits to facilitate the routing of telephone facilities, transmission lines, or other necessary accommodations required for Lessee's Equipment, the Lessee will reimburse Lessor for the actual reasonable cost incurred for installing said conduits. This charge will be in addition to any other sums payable pursuant to the terms of this Lease Agreement. Lessor shall submit copies of all bills for such foregoing expenses to Lessee.

ARTICLE III

LEASE TERM AND FEES

Section 3.01. The Lease Agreement shall commence on the ____ day of ____ 200_ , ("Commencement Day") and shall expire at midnight on the ____ day of ____ 200_ (such date or such earlier date on which this Lease Agreement shall terminate in accordance with the terms hereof being the "Termination Date").

Section 3.02.

(a) In consideration of the Lease Agreement, Lessee shall pay Lessor on the first calendar day of each month, in advance, a monthly lease fee (such fee, as increased in accordance with the provisions of Section 3.02(b), being the "Monthly Lease Fee" in the sum of _____ (\$____.____). The lease fee for any fractional month at the commencement or at the end of the term of this Lease Agreement shall be prorated.

(b) Lessee shall be responsible for payment of all taxes and fees, if any, that may be imposed on this Lease Agreement, the Monthly Lease Fee or any additional charges paid under this Lease Agreement to any Federal, state or local government. If any such amount shall be required by law to be paid by Lessor, Lessee shall pay such amount, in advance of the date Lessor is required to pay, to Lessor as part of the Monthly Lease Fee upon demand by Lessor, which shall be accompanied by copies of the corresponding tax bills, if available.

(c) On each anniversary of the Commencement Date the Monthly Lease Fee shall be increased to five percent (5%) of the amount of the Monthly Lease Fee in effect immediately prior to such anniversary (See Appendix 1 "Schedule of Monthly Lease Fees").

Section 3.03. The Monthly Lease Fees as well as any and all other amounts payable by Lessee to Lessor under the terms of this Lease Agreement or otherwise (collectively, the "Lease Fees"), shall be paid promptly when due, without notice or demand and without deduction or setoff for any reason whatsoever, in lawful money of the United States at the principal office of Lessor or at such place within the continental limits of the United States as the Lessor shall from time to time designate by notice to Lessee.

Section 3.04. Until further notice from Lessor as set forth in Section 3.03 above, all Lease Fees shall be paid by check to the order of DC Treasurer at the following address:

D.C. Lockbox
Lockbox No. ____
Washington, DC 20055-0206

Section 3.05. All Lease Fees and other sums due, owing or payable to Lessor by Lessee pursuant to this Lease Agreement, if not paid within five (5) business days of the due date, shall be deemed delinquent, and shall be paid with interest on the delinquent amount for each day from the due date to the date of payment at the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the highest rate of interest lawfully allowed to be charged.

Section 3.06. Lessee shall have the right, at its option, to renew this Lease for a renewal term ("Renewal Term") of ____ (__) years. The Renewal Term shall commence on the day immediately following the Termination Date (the "Renewal Term Commencement Date") and shall terminate on the ____ (__) anniversary of the Termination Date ("Renewal Term Termination Date"). Lessee shall exercise the option described herein by giving Lessor written notice of such election to renew not later than three (3) months prior to the Termination Date and upon the giving of such notice this Lease Agreement shall thereupon be deemed renewed for the Renewal Term with the same force and effect as if the Renewal Term had originally been included in the Term of this Lease. Time is of the essence with respect to Lessee's notice to renew. The right of the Lessee to renew this Lease Agreement for the Renewal Term shall be conditioned upon Lessee not being in default beyond any applicable notice and cure period under this Lease Agreement at the time of the exercise of such option and as of the Termination Date. All of the terms, covenants and conditions of this Lease shall continue in full force and effect during the Renewal Term, including the provisions for the Monthly Lease Fee, including without limitation Section 3.01(c).

ARTICLE IV

INDEMNIFICATION

Section 4.01.

(a) Throughout the term of this Lease Agreement, Lessee shall be responsible for any damage caused by Lessee's Equipment and any other improvements which may at any time be made or installed by Lessee, its agents, contractors or subcontractors on the Premises, and all equipment and fixtures appurtenant thereto. Lessee shall indemnify and save harmless Lessor from and against any and all claims, suits, liabilities, damages and judgments, including, without limitation, reasonable attorney's fees and litigation costs, arising out of, resulting from, or relating to (i) the acts or omissions of Lessee, its agents, contractors or subcontractors upon the Premises during the term of this Lease Agreement, or (ii) any breach of this Lease Agreement by Lessee, its agents, contractors or subcontractors.

(b) Lessor represents that it is self-insured and does not carry commercial insurance. Except for acts of gross negligence or other deliberate wrongful acts of Lessor, Lessor shall have no responsibility for any injury or accident that may be caused by or to Lessee's Equipment or installation thereof.

ARTICLE V

MAINTENANCE, REPAIRS AND ACCESS

Section 5.01. Lessee, its employees, agents subcontractors and other authorized representatives shall have access to the Building and Roof to service Lessee's Equipment twenty-four (24) hours a day, seven (7) days a week. Access to the Building and the Roof will be subject to the rules set forth in **Exhibit D**, and except for emergency situations, prior permission for access to the Building or Roof will be received from Lessor's Site Engineer, Site Manager, or other authorized personnel of Lessor specified in **Exhibit D**. Lessor grants to Lessee, its employees, agents, subcontractors and other authorized representatives, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in **Exhibit A**. Lessor shall maintain all access roadways from the nearest public roadway onto the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Lessee's use of such roadways.

Section 5.02. Lessor and the authorized representatives of Lessor shall have the right to enter upon the Premises at any time for the purpose of exhibiting or inspecting the same and for making any necessary repairs to the Premises and performing any work therein that may be necessary to comply with any laws, authority, or that may be necessary to prevent interference, waste or deterioration in connection with the Premises, which the Lessee is obligated, but has failed, to make, perform or prevent, as the case may be, after reasonable notice to Lessee. No duty to do so, however, shall be implied therefrom.

Section 5.03. If Lessor finds it necessary to make repairs to the Building or the Roof, Lessee may be requested to and shall cooperate by ceasing use of Lessee's Equipment for short periods of time to accommodate the repairs. Such requests shall not be unreasonable. Lessor shall maintain the Building and Roof in good order and repair at all times.

ARTICLE VI

OBJECTIONABLE INTERFERENCE

Section 6.01. The installation and operation of Lessee's Equipment may not interfere electrically, or in any other manner whatsoever, with the equipment of Lessor or of any other user operating and maintaining equipment on the Roof or in the Building. All operations by Lessee shall be in compliance with all Federal Communications Commission requirements. Notwithstanding anything in this Lease Agreement to the contrary, it is expressly agreed that if the installation or operation of Lessee's Equipment shall in any way interfere with the operations of Lessor or any other user, Lessee will upon request (verbal or otherwise, if followed by a writing reciting such request) from Lessor, immediately suspend its operation and/or remove Lessee's Equipment causing such interference until the interference shall, in the reasonable judgment of Lessor, have been eliminated or remedied. In the event Lessee fails to timely cease operations and/or remove Lessee's Equipment as provided in this Section in accordance with said request, Lessor may do whatever it deems necessary to accomplish same, including discontinuance of the electricity supplied to Lessee's Equipment and removal of Lessee's

Equipment. Lessor shall cooperate with Lessee in Lessee's efforts to remove such interference. In the event Lessee is unable to eliminate such interference, either Lessee or Lessor may, at its option, terminate this Lease Agreement. Notwithstanding the foregoing, Lessee's Equipment, to the extent that it interferes with equipment subsequently installed by an existing or future lessee, shall have priority over such subsequently installed equipment and Lessee shall have no obligation to remedy or eliminate such interference, nor shall Lessee's Equipment be considered in violation of this Section 6.01. Lessor shall assist in preventing objectionable interference to Lessee's Equipment from subsequent lessees and equipment installed on the Roof or in the Building. Lessor and Lessee covenant and agree that it is unreasonable to permit any interference that impedes another user's intended use and enjoyment of the Roof or Building.

ARTICLE VII

INSURANCE AND DAMAGE

Section 7.01. Throughout the term of this Lease Agreement, Lessee shall be responsible for any damage caused by Lessee's Equipment and any other improvements which may at any time be made or installed by Lessee on the Premises, and all equipment and fixtures appurtenant thereto. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee's Equipment, general liability insurance, including bodily injury and property damage coverage, with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occasional basis, against liability of Lessee, its employees, agents and other authorized representatives arising out of or in connection with Lessee's use of then Premises, all as provided for herein. Lessor shall be named as an additional insured on such policy. Lessee shall provide to the Lessor a certificate of insurance evidencing the coverage required by this Section 7.01 within thirty (30) days of the Commencement Date. Lessor represents that it is self-insured, and does not carry commercial insurance. Except for acts of gross negligence or other deliberate wrongful acts of Lessor, Lessor shall have no responsibility for any injury or accident that may be caused by or to Lessee's Equipment or installation.

ARTICLE VIII

CONDEMNATION

Section 8.01. If that portion of the Premises on which the Roof or Building is located is acquired or condemned by any public authority under the power of eminent domain, this Lease Agreement shall terminate as to the date title is vested in the public authority. Lessor is entitled to the entire award granted with respect to such condemnation. Lessee may file for separate award provided such award does not diminish Lessor's award.

ARTICLE IX

DEFAULT PROVISIONS

Section 9.01. This Lease Agreement is subject to termination if at any time during the term of this Lease Agreement any one or more of the following events (each, an "Event of Default") shall occur:

(a) If Lessee files or has filed against it any form of petition or institution of any proceedings under the United States Bankruptcy Code as now existing or as hereafter amended, or shall attempt to or shall effect an assignment for the benefit of creditors, or any proceeding for which a trustee or receiver of all or a substantial part of the property of Lessee shall be

appointed by any court, and any such petition or proceeding shall not be set aside or dismissed or the appointment of such trustee or receiver revoked within one hundred twenty (120) days;

(b) If Lessee shall fail to pay any installment of Lease Fees within five (5) business days after same became due and owing and such failure continues for a period of ten (10) business days following written notice by Lessor to Lessee;

(c) If Lessee shall fail to pay any charges set forth herein other than Lease Fees and such failure continues for a period of five (5) business days following written notice by Lessor to Lessee;

(d) If Lessee shall fail to perform or observe any of the requirements of this Lease Agreement (other than as set forth in Section 9.01 (b) or (c)) and such failure continues for a period of fifteen (15) days following written notice by Lessor to Lessee, unless it is impossible for Lessee to cure its failure to perform within fifteen (15) days as herein provided, and Lessee sets forth the reasons in a written notice to Lessee delivered before the expiration of fifteen (15) days following written notice from Lessor to Lessee, explaining why Lessee's performance or observation of said requirements is impossible, then, at Lessor's sole discretion, the period in which to cure said failure of performance shall be extended an additional fifteen (15) days or for such other period as Lessor shall indicate in writing; or

(e) If Lessee shall fail, following fifteen (15) days written notice by Lessor to Lessee, actively and diligently to make and seek approval of appropriate applications for the issuance of permits, lease or other authorizations required for the maintenance and operation of Lessee's Equipment.

Upon the happening of any one or more of the aforementioned Events of Default, Lessor may terminate this Lease Agreement.

Section 9.02. If this Lease Agreement shall be terminated as set forth in Section 9.01 hereof, Lessee shall vacate the Premises and remove from the Premises all or any of Lessee's Equipment or any of its other property. Upon expiration of the Term and/or any renewals thereof or any termination other than pursuant to Section 9.01 of this Lease Agreement, Lessee shall have ninety (90) days to remove from the Premises all or any of Lessee's Equipment or any of its other property. In either of the aforementioned circumstances, if Lessee does not remove its Equipment in accordance with the time frames mentioned above, Lessor, or Lessor's agents or servants, may immediately or at any time thereafter remove from the Premises all or any of Lessee's Equipment or any of its other property, by any suitable action or proceeding at law or by legally permissible force or otherwise, without being liable therefore, and repossess and enjoy and re-lease the Premises, together with all additions, alterations and improvements thereto. In the event that Lessor removes Lessee's Equipment as provided in this Section 9.02, Lessee shall be liable for the cost of such removal. Once removed by Lessor as herein provided, or at such time as Lessor is entitled to remove Lessee's Equipment, Lessee's Equipment shall be deemed abandoned and thereby become the property of Lessor ("Event of Abandonment"). Lessee shall continue to pay the Monthly Lease Fee, or any portion thereof, until such time as Lessee's Equipment is removed from the Premises or until the occurrence of an Event of Abandonment.

Section 9.03. In any case of any such termination, re-entry or dispossession, the Lease Fees and all other charges required to be paid by Lessee under this Lease Agreement shall thereupon immediately become due up to the time of such termination, including reasonable costs incurred. In no event, however, shall Lessee be relieved of liability or damages suffered by Lessor resulting from Lessee's wrongful default and termination of this Lease Agreement prior to completion of the designated term thereof.

ARTICLE X

TERMINATION AND SURRENDER OF PREMISES

Section 10.01. Upon the Termination Date (or earlier termination of this Lease Agreement), Lessee shall remove or cause to be removed all of Lessee's Equipment, such removal to be done in a workmanlike manner and without interference with or damage to any other equipment of Lessor or any other user on the Roof or in the Building, and to pay all costs in connection with such removal. Lessor shall give Lessee reasonable access to the Premises for removal of Lessee's Equipment during a period of ninety (90) days after the Termination Date, provided that: (1) any resulting damage to the Premises shall be repaired, by and at the expense of the Lessee; (2) Lessee shall continue to pay the Monthly Lease Fee then in effect at the time of termination, or any portion thereof, until such time as Lessee's Equipment is removed from the Premises up to and including ninety (90) days after termination. If Lessee shall fail to remove Lessee's Equipment within ninety (90) days of the Termination Date (or earlier termination of this Lease Agreement), then Lessor or Lessor's agents or servants may immediately or at any time thereafter remove from the Premises any or all of Lessee's Equipment or any of its other property. Lessee shall be liable for the cost of such removal. Once removed, by Lessor as herein in this section provided, such removal shall constitute an Event of Abandonment as defined in Section 9.02 above.

Section 10.02. Early Termination

(a) By Lessee

This Lease Agreement may be terminated by Lessee following ninety (90) days notice to Lessor in the event of a relocation pursuant to Section 1.03 that is reasonably unacceptable to Lessee. Upon exercising this right of termination as herein provided, Lessee shall have no further obligations under this Lease Agreement except with respect to those obligations contained in Sections 10.01, 13.08 and, if otherwise in default of the Lease Agreement, Section 9.02.

(b) By Lessor

In the event Lessor shall sell or otherwise convey the Premises, Lessor reserves unto itself the option to terminate the Lease Agreement, subject to and in accordance with the following terms and conditions:

(i) If Lessor elects to exercise the option to terminate as provided in this section, Lessor shall provide Lessee written notice of its election not later than sixty (60) days prior to the date of termination ("Conveyance Termination Date").

(ii) After the Conveyance Termination Date, Lessee shall have no further obligations under this Lease Agreement except with respect to those obligations contained in Sections 10.01, 13.08 and, if otherwise in default of the Lease Agreement, Section 9.02.

(iii) Lessor shall not elect to exercise the Conveyance Termination Option within the period beginning twelve (12) months after the Commencement Date.

(iv) If Lessor's transferee consents to and accepts an assignment of this Lease Agreement prior to Lessor's election to exercise its Conveyance Termination Option, Lessor may effect an assignment of this Lease Agreement to the transferee of the Premises, effective upon the date of such transfer. If the Lease Agreement is so assigned, Lessee's consent to such an assignment shall be automatic and Lessor shall likewise be released of all obligations, past, present or future, under this Lease Agreement upon the execution of such an assignment by Lessor.

ARTICLE XI

ASSIGNMENTS AND TRANSFERS

Section 11.01. This Lease Agreement and all rights, powers, privileges and immunities hereby granted to Lessee shall not be assigned, sublet, sold, transferred or otherwise encumbered by Lessee without the prior written consent of Lessor, said consent not to be unreasonably withheld, and only if there shall not have been any uncured Event of Default on the part of Lessee during the term of this Lease Agreement, provided, however, that Lessee may assign its interest to a parent company, any subsidiary or affiliate of it or its parent company, if any, or to any successor-in-interest or entity acquiring fifty-one per cent (51%) or more of Lessee's stock or assets. Any assignment so consented to by Lessor shall be effectuated by an instrument in writing duly accepted by the assignee whereby the assignee shall assume and agree to be bound by the covenants, agreements, terms, provisions, and conditions set forth in this Lease Agreement. Prior to the effective date of any such assignment, Lessee shall cause to be delivered to Lessor an executed copy of any such assignment for Lessor's acceptance and consent as provided herein. Lessor may assign, sell or transfer this Lease Agreement as provided in Section 10.02(b).

ARTICLE XII

SPECIAL DISTRICT OF COLUMBIA PROVISIONS

Section 12.01. Nondiscrimination in Facilities.

(a) Definition. As used in this Section, "facility" means the Roof and the Building.

(b) No Discrimination. Lessee shall not discriminate by segregation or otherwise against any person because of race, color, religion, sex, national origin, age, marital status, personal appearance, sexual orientation, family status, family responsibilities, disability, matriculation, political affiliation, source of income or place of residence or business in furnishing or refusing to furnish to such person or persons the use of any facility, including any and all services, privileges, accommodations and activities provided under this Lease Agreement.

(c) Noncompliance. Lessee's noncompliance with the provisions of this Section 12.02 shall constitute a material breach of this Lease Agreement. In the event of such noncompliance, the Lessor may take appropriate action to enforce compliance, may terminate this Lease or may pursue such other remedies as may be provided by law or in equity. In the event of termination, Lessee shall be liable for all excess costs of Lessor in acquiring a substitute Lessee, including without limitation the cost of moving a substitute Lessee into the Premises.

Section 12.02. Nondiscrimination in Employment.

(a) Nondiscrimination. In connection with Lessee's performance of its obligations hereunder, Lessee shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, disability, matriculation or political affiliation. Lessee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to any of the aforementioned categories of discrimination. Such action shall include without limitation the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

Lessee shall post in conspicuous places available to employees and applicants for employment notices to be provided by the Lessee setting forth the provisions of this non-discrimination clause.

(b) Advertisements. In all solicitations or advertisements for employees placed by or on the behalf of Lessee, Lessee shall state that all qualified persons will receive consideration for employment without regard to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, disability, matriculation or political affiliation.

(c) Labor Unions. Lessee shall send to each labor union or representative of workers with which Lessee has a collective bargaining agreement or other contract with respect to the furnishing of labor a notice to be provided by the Lessor advising such labor unions or worker's representatives of Lessee's commitments under this section and Lessee shall post copies of such notice in conspicuous places available to employees and applicants for employment.

(d) Books and Records. Lessee shall permit the Lessor and its agents to have access to Lessee's books, records and accounts for purposes of investigation to ascertain compliance with the provisions of this section.

(e) Noncompliance. In the event of Lessee's noncompliance with the nondiscrimination provisions of this Lease Agreement, the Lessor may cancel this Lease Agreement and declare Lessee ineligible for further leases with Lessor.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Authority of Parties.

(a) Authority of the Lessor. By executing this Lease Agreement, Lessor represents to Lessee that: (i) it is authorized to enter into, execute, and deliver this Lease Agreement and to perform obligations hereunder, (ii) this Lease is effective and enforceable against the Lessor in accordance with its terms (except where such enforcement may be limited by bankruptcy, insolvency or other similar laws covering creditors rights generally, any by general principles of equity); (iii) the person signing on Lessor's behalf is duly authorized to execute this Lease Agreement; and (iv) no other signatures or approvals are necessary in order to make all of the representations of the Lessor contained in this subsection 13.01 true and correct. Lessor further represents that Lessor owns the Premises, Building and Roof free of any mortgages, deeds of trust, ground leases or other interests superior to this Lease Agreement.

(b) Authority of the Lessee. By executing this Lease Agreement, Lessee represents to the Lessor that: (i) it is authorized to enter into, execute and deliver this Lease Agreement and perform its obligations hereunder, (ii) this Lease Agreement is effective and enforceable against Lessee in accordance with its terms, (iii) the person signing on behalf of Lessee is duly authorized to execute this Lease Agreement, and (iv) no other signatures or approvals are necessary in order to make all of the representations of Lessee contained in this subsection 13.01 true and correct. Lessee represents that it is in good standing in its place of organization and will remain so for so long as it is Lessee hereunder and that, if it is a foreign corporation or entity, it has, and will remain so for so long as it is Lessee hereunder, qualified to do business in the District of Columbia. Lessee further represents that as of the date hereof it has received no notice of default or deficiency with respect to any other obligation to Lessor, whether or not arising under this Lease Agreement. Neither Lessee, nor any of its officers, directors, principals, or stockholders is a defendant in any pending action instituted by the Lessor.

Section 13.02. Contingent Fees.

(a) No Contingent Fees. Lessor warrants that no person or agency has been employed or retained by Lessor to solicit or obtain this Lease Agreement upon an agreement or understanding for a contingent fee. For breach or violation of this warranty, Lessee shall have a right to cancel this Lease Agreement without liability or, in its discretion, to deduct from all items of the Monthly Lease Fee, or otherwise recover, the full amount of the contingent fee payable by Lessee.

(b) Contingent Fees. "Contingent fee" means any commission, percentage, brokerage or other fee that is contingent upon the success such person or concern has in securing a lease with Lessee.

Section 13.03. Asbestos Certification. Lessor certifies that to the best of its knowledge the Roof and the Building are free of asbestos or non-contained asbestos on the Commencement Date. If an asbestos inspection has been conducted, Lessor shall furnish a copy thereof to Lessee ten (10) days prior to the Commencement Date.

Section 13.04. Memorandum of Lease Agreement. No memorandum of this Lease Agreement may be recorded among the Land Records of the District of Columbia.

Section 13.05. Quiet Enjoyment. Lessor covenants and agrees that, provided that Lessee is not in default beyond any applicable cure period of any of the terms and conditions of this Lease Agreement on Lessee's part to be observed and performed, Lessee may peaceably and quietly enjoy the Roof and Building during the Term of this Lease Agreement, without hindrance or molestation to Lessee's Equipment by anyone claiming through or under Lessor. Lessor covenants and agrees that during the Term of this Lease Agreement, Lessee's Equipment shall not be removed, disturbed, relocated, altered, interfered with or otherwise molested by Lessor. Lessor's agents, employees, licensees, tenants or anyone claiming by or through or under Lessor, except as otherwise permitted in this Lease Agreement.

Section 13.06. Notice. Any notice, demand, request, consent, approval or other communication that either party desires or is required to give to the other under this Lease Agreement shall be addressed as follows (and, if given or required to be given in writing, sent by certified mail, return receipt requested, by reputable overnight courier, personal delivery or by telecopier, in each instance to the following address):

If to Lessor:

The District of Columbia
Office of the Chief Technology Officer
441 Fourth Street, N.W.
Suite 707 N
Washington, DC 20001
Attention: ALP Program Manager

With a copy to:

Office of the Corporation Counsel
Attn: Commercial Division

441 Fourth Street, N.W.
Suite 1060 North
Washington, DC 20001

If to Lessee:

Telephone:

Either party may change its address by notifying the other party in writing of its new address at least forty-eight (48) hours before such change of address is to become effective.

Section 13.07. Binding Effect. The terms, conditions, covenants, provisions and agreements in this Lease Agreement shall be binding upon and inure to the benefit of Lessor, its successors and assigns, and shall be binding upon and inure to the benefit of Lessee, its successors and permitted assigns.

Section 13.08. Choice of Law; Waiver of Certain Rights. This Lease Agreement shall be construed and enforced in accordance with the laws of the District of Columbia, venue in connection with any proceedings involved herein to be in the District of Columbia. Lessee hereby waives any right it may have to a trial by jury in the event that any legal proceeding arises out of this Lease Agreement. Lessee further waives any Notice to Quit, as that term is defined by District of Columbia law, or similar provision codified at D.C. Code (2001) § 42-3201 et seq.

Section 13.09. Event of Casualty. If fire or other casualty damages the Roof or Building, thereby interrupting Lessee's use thereof, then the Monthly Lease Fee shall abate from the date of such interruption to the date Lessee's use thereof is restored. Lessor shall not be required to repair such damage, but Lessor shall make reasonable efforts to notify Lessee within thirty (30) days from the time of such fire or casualty whether Lessor intends to make such repairs. If the reasonable estimated time to restore Lessee's use would exceed sixty (60) days, measured from the time of such fire or casualty, or if Lessor elects not to repair the damage, then Lessor or Lessee may terminate the Lease Agreement and its remaining obligations by notice to the other.

Section 13.10. Integrated Agreement. This Lease Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof. Any and all prior discussions, negotiations, understandings and agreements are hereby merged herein.

Section 13.11. Captions and Headings. The captions and headings throughout this Lease Agreement are for convenience and reference only, and the words contained therein shall in no way be deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction of meaning of any provisions of or the scope or intent of this Lease Agreement nor in any way affect this Lease Agreement.

Section 13.12. No Waiver of Remedies. The failure of Lessor to require strict performance of any of the provisions of this Lease Agreement on any occasion will not be construed as a waiver of said provisions with respect to future occurrences or occasions; nor will the failure of Lessor to avail itself of any remedy on any occasion prevent Lessor from recourse to said remedy on other occasions.

Section 13.13. References in Lease Agreement. All references in this Lease Agreement to Sections, Articles or Exhibits shall refer to Sections and Articles of this Lease Agreement. Exhibits attached to this Lease Agreement shall be deemed part of this Lease Agreement and incorporated herein, where applicable, as if fully set forth in this Lease Agreement.

Section 13.14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF:

The Lessor has on this ____ day of _____, 200_, caused these presents to be signed by _____, its Deputy/Chief Technology Officer, to acknowledge and deliver these presents as its act and deed.

DISTRICT OF COLUMBIA

A Municipal Corporation

By: _____
Name: _____
Title: Deputy/Chief Technology Officer
Date: _____

Approved as to Legal Sufficiency

Assistant Corporation Counsel, D.C.

__ _____ 200_

Lessee has on this ____ day of _____, 200_, caused these presents to be signed by _____, its _____, and properly attested, and its corporate seal to be affixed and does hereby appoint _____ its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

A _____ Corporation

By: _____
Name: _____
Title: _____
Date: _____